

ORIGINAL CV 10-00715 SOM LEX

RLP

AO 120 (Rev. 3/04)

<b>TO:</b> Mail Stop 8 Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	<b>REPORT ON THE          FILING OR DETERMINATION OF AN          ACTION REGARDING A PATENT OR          TRADEMARK</b>
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In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court District of Hawaii on the following ☐ Patents or ☒ Trademarks:

DOCKET NO.	DATE FILED 11/22/2010	U.S. DISTRICT COURT District of Hawaii
PLAINTIFF Coach, Inc., et al.		DEFENDANT Grace Flower Land, et al.
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 751,493	6/25/1993	Coach, Inc.
2 1,071,000	8/9/1977	Coach, Inc.
3 2,088,706	8/19/1977	Coach, Inc.
4 3,157,972	10/17/2006	Coach, Inc.
5 3,413,536	4/15/2008	Coach, Inc.

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1		
2		
3		
4		
5		

In the above—entitled case, the following decision has been rendered or judgement issued:

**DECISION/JUDGEMENT**  
 see attached: Order Granting Consent Judgment Including Permanent Injunction and Stipulation to Consent Judgment Including a Permanent Injunction and Voluntary Dismissal of Action With Prejudice filed 4/11/11.

CLERK Sue Beitia, Clerk	(BY) DEPUTY CLERK /s/ E. Taniguchi	DATE 4/12/11
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Copy 1—Upon initiation of action, mail this copy to Director Copy 3—Upon termination of action, mail this copy to Director  
 Copy 2—Upon filing document adding patent(s), mail this copy to Director Copy 4—Case file copy

Trademark No.	Date of Trademark	Holder of Trademark
3,251,315	06/12/2007	Coach, Inc.
3,441,671	06/03/2008	Coach, Inc.
2,252,847	06/15/1999	Coach, Inc.
2,534,429	01/29/2002	Coach, Inc.
1,309,779	12/18/1984	Coach, Inc.
2,045,676	03/18/1997	Coach, Inc.
2,169,808	06/30/1998	Coach, Inc.
2,592,963	07/09/2002	Coach, Inc.
2,626,565	09/24/2002	Coach, Inc.
2,822,318	03/16/2004	Coach, Inc.
2,832,589	04/13/2004	Coach, Inc.
2,822,629	03/16/2004	Coach, Inc.
3,695,290	10/13/2009	Coach, Inc.
3,696,470	10/13/2009	Coach, Inc.
3,012,585	11/08/2005	Coach, Inc.
3,338,048	11/11/2007	Coach, Inc.
2,162,303	06/02/1998	Coach, Inc.
2,088,707	08/19/1997	Coach, Inc.

*Som*  
**ORIGINAL**

David B. Rosen (SBN 7152)  
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THE LAW OFFICE OF DAVID B. ROSEN, ALC  
810 Richards Street, Suite 880  
Honolulu, Hawaii 96813  
Telephone: (808) 523-9393  
Facsimile: (808) 523-9595

**LODGED**

APR 03 2011 8  
9:15 AM  
CLERK, U.S. DISTRICT COURT  
DISTRICT OF HAWAII

FILED IN THE  
UNITED STATES DISTRICT COURT  
DISTRICT OF HAWAII

APR 11 2011  
at 2 o'clock and 46 min.  
SUE BEITIA, CLERK

Attorney for Plaintiffs  
COACH, INC. AND COACH SERVICES, INC.

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF HAWAII

RLP

COACH, INC., a Maryland Corporation;  
COACH SERVICES, INC., a Maryland  
Corporation,

Plaintiffs,

v.

GRACE FLOWER LAND, an unknown  
business entity, and DOES 1-10, inclusive,

Defendants.

CASE NO. CV 10-00715 SOM (KEX)





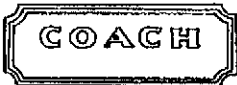

**ORDER GRANTING CONSENT  
JUDGMENT INCLUDING A  
PERMANENT INJUNCTION**


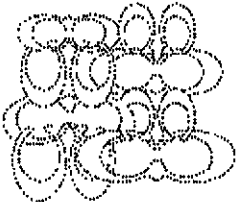


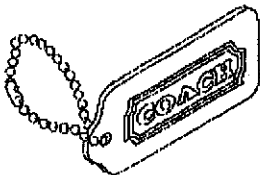
**ORDER GRANTING CONSENT JUDGMENT  
INCLUDING A PERMANENT INJUNCTION**

WHEREAS Plaintiffs Coach, Inc. and Coach Services, Inc. ("Coach") and Defendant Grace Flower Land ("Defendant") have entered into a Settlement Agreement and Mutual Release as to the claims in the above referenced matter. Defendants, having agreed to consent to the below terms, it is HEREBY ORDERED, ADJUDGED, and DECREED as among the parties hereto that:

1. This Court has jurisdiction over the parties to this Final Judgment and has jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.

2. Coach is the worldwide owner of the trademark “COACH” and various composite trademarks and assorted design components (“Coach Marks”). Coach Marks include but are not limited to the following marks:

Mark	U.S. Registration No(s).	Registration Date
“COACH”	751, 493	06/25/1963
	1,071,000	08/09/1977
	2,088,706	08/19/1997
	3,157,972	10/17/2006
	3,413,536	04/15/2008
	3,251,315	06/12/2007
	3,441,671	06/03/2008
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	2,534,429	01/29/2002
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	2,045,676	03/18/1997
	2,169,808	06/30/1998
 Signature “C” Mark	2,592,963	07/09/2002
	2,626,565	09/24/2002
	2,822,318	03/16/2004
	2,832,589	04/13/2004
	2,822,629	03/16/2004

	3,695,290	10/13/2009
 "Op Art" Mark	3,696,470	10/13/2009
	3,012,585	11/08/2005
	3,338,048	11/11/2007
	2,162,303	06/02/1998
	2,088,707	08/19/1997

3. Plaintiffs have alleged that Defendants' distribution of products which infringe upon the Coach Marks constitute trademark infringement and unfair competition under the Lanham Trademark Act, 15 U.S.C. § 1051, et. seq. and under the common law.

4. Defendants and their agents, servants, employees and all persons in active concert and participation with them who receive actual notice of this Final Judgment are hereby permanently restrained and enjoined from infringing upon the Coach Marks, include either directly or contributorily, in any manner, including generally, but not limited to manufacturing, importing, distributing, advertising, selling and/or offering for sale any unauthorized product bearing the Coach Marks, or marks confusingly similar or substantially similar to the Coach Marks, and, specifically from:

(a) Using the Coach Marks or any reproduction, counterfeit, copy or colorable imitation thereof in connection with the manufacture, importation, distribution, advertisement, offer for sale and/or sale of merchandise comprising not the genuine products of Coach, or in any manner likely to cause others to believe that Defendants' products are connected with Coach or Coach's genuine merchandise;

(b) Passing off, inducing or enabling others to sell or pass off any products or other items that are not Coach's genuine merchandise as and for Coach's genuine merchandise;

(c) Leasing space to any tenant who is engaged in the manufacturing, purchasing, production, distribution, circulation, sale, offering for sale, importation, exportation, advertisement, promotion, display, shipping, marketing of Infringing Products;

(d) Committing any other acts calculated to cause purchasers to believe that Defendants' products are Coach's genuine merchandise unless they are such;

(e) Shipping, delivering, holding for sale, distributing, returning, transferring or otherwise moving, storing or disposing of in any manner items

falsely bearing the Coach Marks, or any reproduction, counterfeit, copy or colorable imitation thereof; and

(f) Assisting, aiding or attempting to assist or aid any other person or entity in performing any of the prohibited activities referred to in Paragraphs 4(a) to 4(e) above.

5. Without any admission of liability, the parties have agreed that Defendants shall pay to Plaintiffs an amount in settlement of Plaintiffs' demand for damages, profits, costs, disbursements, and attorneys' fees based upon Defendants' alleged infringing activities. Plaintiffs and Defendants shall bear their own costs associated with this action.

6. The execution of this Final Judgment shall serve to bind and obligate the parties hereto.

7. The jurisdiction of this Court is retained for the purpose of making any further orders necessary or proper for the construction or modification of this Final Judgment, the enforcement thereof and the punishment of any violations thereof. Except as otherwise provided herein, this action is fully resolved with prejudice.

IT IS SO ORDERED.

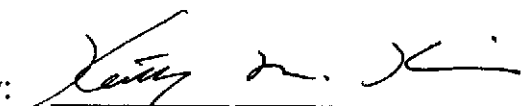
Dated: Honolulu, Hawaii, March 24, 2011

  
HON. SUSAN OKI MOLLWAY  
Judge of the United States District Court

READ AND APPROVED:

GRACE FLOWER LAND

By:

  
Kathy M. Kim  
Attorney for Defendant  
Grace Flower Land

08/50M

ORIGINAL

David B. Rosen (SBN 7152)  
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Honolulu, Hawaii 96813  
Telephone: (808) 523-9393  
Facsimile: (808) 523-9595

*Attorney for Plaintiffs*  
*Coach Inc., and Coach Services, Inc.*

LODGED

APR 05 2011  
9:15 am  
CLERK U.S. DISTRICT COURT  
DISTRICT OF HAWAII

FILED IN THE  
UNITED STATES DISTRICT COURT  
DISTRICT OF HAWAII

APR 11 2011  
at 2 o'clock and 40 min. M.  
SUE BEITIA, CLERK

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF HAWAII

COACH, INC., a Maryland Corporation;  
COACH SERVICES, INC., a Maryland  
Corporation,

Plaintiffs,

v.

GRACE FLOWER LAND, an unknown  
business entity, and DOES 1-10, inclusive,

Defendants.

CASE NO. CV 10-00715 SOM (LEK)





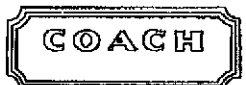

STIPULATION TO CONSENT  
JUDGMENT INCLUDING A  
PERMANENT INJUNCTION AND  
VOLUNTARY DISMISSAL OF  
ACTION WITH PREJUDICE


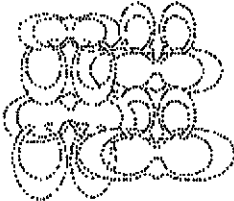


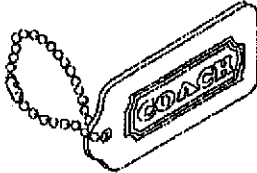
Plaintiffs Coach, Inc. and Coach Services, Inc. ("Coach") having filed a Complaint in this action charging, inter alia, Defendant Grace Flower Land ("Defendant") with trademark infringement and unfair competition based upon the alleged retail sale of products which infringe upon Coach's federally registered trademarks, and the parties herein having simultaneously entered into a Settlement Agreement and Mutual Release; and the parties hereto desiring to fully settle all of the claims in this action among the parties to this Final Judgment; Defendant has agreed to consent to the below terms of a permanent injunction:

1. This Court has jurisdiction over the parties to this Final Judgment and has jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.



2. Coach is the worldwide owner of the trademark “COACH” and various composite trademarks and assorted design components (“Coach Marks”). Coach Marks include but are not limited to the following marks:

Mark	U.S. Registration No(s).	Registration Date
“COACH”	751, 493 1,071,000 2,088,706 3,157,972	06/25/1963 08/09/1977 08/19/1997 10/17/2006
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 Signature “C” Mark	2,592,963 2,626,565 2,822,318 2,832,589 2,822,629	07/09/2002 09/24/2002 03/16/2004 04/13/2004 03/16/2004

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	2,162,303	06/02/1998
	2,088,707	08/19/1997

3. Plaintiffs have alleged that Defendant's distribution of products which infringe upon the Coach Marks constitute trademark infringement and unfair competition under the Lanham Trademark Act, 15 U.S.C. § 1051, et. seq. and under the common law.

4. Defendant and their agents, servants, employees and all persons in active concert and participation with them who receive actual notice of this Final Judgment are hereby permanently restrained and enjoined from infringing upon the Coach Marks, include either directly or contributorily, in any manner, including generally, but not limited to manufacturing, importing, distributing, advertising, selling and/or offering for sale any unauthorized product bearing the Coach Marks, or marks confusingly similar or substantially similar to the Coach Marks, and, specifically from:

(a) Using the Coach Marks or any reproduction, counterfeit, copy or colorable imitation thereof in connection with the manufacture, importation, distribution, advertisement, offer for sale and/or sale of merchandise comprising not the genuine products of Coach, or in any manner likely to cause others to believe that Defendant's products are connected with Coach or Coach's genuine merchandise;

(b) Passing off, inducing or enabling others to sell or pass off any products or other items that are not Coach's genuine merchandise as and for Coach's genuine merchandise;

(c) Leasing space to any tenant who is engaged in the manufacturing, purchasing, production, distribution, circulation, sale, offering for sale, importation, exportation, advertisement, promotion, display, shipping, marketing of Infringing Products;

(d) Committing any other acts calculated to cause purchasers to believe that Defendant's products are Coach's genuine merchandise unless they are such;

(e) Shipping, delivering, holding for sale, distributing, returning, transferring or otherwise moving, storing or disposing of in any manner items

falsely bearing the Coach Marks, or any reproduction, counterfeit, copy or colorable imitation thereof; and

(f) Assisting, aiding or attempting to assist or aid any other person or entity in performing any of the prohibited activities referred to in Paragraphs 4(a) to 4(e) above.

5. Without any admission of liability, the parties have agreed that Defendant shall pay to Plaintiffs an amount in settlement of Plaintiffs' demand for damages, profits, costs, disbursements, and attorneys' fees based upon Defendant's alleged infringing activities. Plaintiffs and Defendant shall bear their own costs associated with this action.

6. The execution of this Final Judgment shall serve to bind and obligate the parties hereto.

7. The jurisdiction of this Court is retained for the purpose of making any further orders necessary or proper for the construction or modification of this Final Judgment, the enforcement thereof and the punishment of any violations thereof. Except as otherwise provided herein, this action is fully resolved with prejudice.

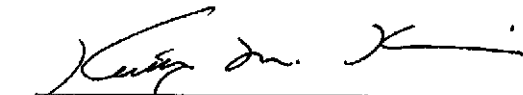
DATED: 4/5, 2011 THE LAW OFFICE OF DAVID B. ROSEN, ALC

By:   
David B. Rosen  
*Attorneys for Plaintiffs*  
*Coach, Inc. and Coach Services, Inc.*

DATED: 3/24, 2011 KATHY M. KIM, ATTORNEY AT LAW

APPROVED AND SO ORDERED:

  
UNITED STATES DISTRICT JUDGE

By:   
Kathy M. Kim  
*Attorney for Defendant Grace Flower Land*